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## PREAMBLE

This agreement, effective January 1, 1975, is entered into between the Camden County Welfare Board (herein referred to as the Board) and the Communications Workers of America, AFL-CIO (herein referred to as the Union).

## ARTICLE I - UNION RECOGNITION

The Camden County Welfare Board agrees to recognize the Communications Workers of America, AFL-CIO, as the sole and exclusive collective bargaining representative of the employees in the following job titles: All caseworkers, welfare aides, social service aides, homemakers, all clerical positions. Those excluded from the bargaining unit and the representation agreement are head clerks, principal clerks, senior homemakers, senior investigators and all those persons designated as supervisor.

## ARTICLE II - CONTRACT PERIOD

This agreement shall be effective on January 1, 1975 and shall remain in full force and effect until December 31, 1976. Negotiations on a successor contract shall commence on or about October 1, 1976 upon written notice by one party to the other, at least 90 days prior to the expiration date of the agreement. In the absence of such notification, this agreement shall continue for an additional term of one year and the parties will be bound by the same terms and conditions thereof.

## ARTICLE III - HOURS OF WORK

The normal work week shall consist of 35 hours per week, 7 hours per day, 5 days per week, Monday through Friday. The director may stagger lunch hours so that the public may be served. The hours of work shall be from 8:30 a.m. to 4:30 p.m., which includes a one hour lunch period.

## ARTICLE IV - MANAGEMENT RIGHTS

All the powers, rights, prerogatives, duties, responsibilities

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and authority that the Board had prior to the signing of this Agreement are retained by the Board except those and only to the extent that they are specifically modified by this Agreement, and are not contrary to public policy nor any law of the State of New Jersey, or any rules, regulations or directives promulgated by the State Division of Public Welfare.

#### ARTICLE V - CIVIL SERVICE REGULATIONS

The administrative and procedural provisions and controls of the Civil Service Law and the Rules and Regulations promulgated thereunder are to be observed in the administration of this agreement, except and to the extent that this agreement pertains to subjects not therein contained.

#### ARTICLE VI - DUES DEDUCTION

Prior to ratification of the contract, the Welfare Board will receive from the Union, duly executed Union Membership and dues deduction cards, from all employees who have signed said cards.

The Union dues at the rate of \$5.00 monthly will be deducted from the employee's first pay check of each month and remitted to the Union, as aforesaid. In accordance with the appropriate New Jersey Statutes, the Board, upon receipt of a duly executed authorization - assignment form acceptable to the Board, agrees to deduct from the first pay check each month, of employees covered by this Agreement who have executed said form, the established monthly dues of the Union. It is further agreed that the Board shall remit such deductions to the Union prior to the 10th day of the month following the month for which such deduction is made. Dues shall be \$5.00 per month, or such other amount as may be certified to the Board by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made. The Union dues deducted pursuant hereto shall be remitted by the Board to the Union c/o Secretary Treasurer, Communications Workers of America AFL-CIO, 1925 K Street,

N. W. Washington, D. C. 20006, together with a list of employees from whose pay deductions were made. A copy of such list shall also be delivered to the local Union President.

ARTICLE VII - RULING NO. 11

All rights, privileges, prerogatives, duties and obligations of the parties contained in Ruling No. 11 of the Division of Public Welfare, in its present or amended form, should be continued during the life of this Agreement.

ARTICLE VIII - LEAVE OF ABSENCE WITHOUT PAY

A. Leaves of absence without pay may be granted, at the discretion of the Welfare Board to permanent employees for any reason considered good by the Welfare Board, for a period not to exceed six (6) months at any one time, subject to approval by the Division of Public Welfare and the Department of Civil Service. Such leaves of absence may be renewed by the Welfare Board for an additional period not to exceed six (6) months. No further renewal may be granted except upon the approval by the Department of Civil Service for reasons as established by Commission Regulations.

B. In all cases, a letter of request from the employee setting forth the reasons why leave is desired and the dates for the commencing and the terminating of the leave shall be submitted to the Welfare Board. No leave of absence without pay shall become effective without prior approval of the Welfare Board and/or the Welfare Director.

C. Employees granted leave of absence without pay shall have annual sick leave and vacation leave credit each reduced by one (1) day for every full month or major fraction thereof that the employee is on such leave without pay for the year in which such leave is taken.

ARTICLE IX - SICK LEAVE

A. The current sick leave policy shall be continued during the life of this agreement as follows:

1. During the remainder of the calendar year in which an employee first acquires permanent status, that employee will accumulate sick leave privileges as earned on the basis of one (1) day per month of service or major fraction thereof.

2. Permanent employees starting with the second year of permanency shall be entitled to fifteen (15) days sick leave each calendar year on a cumulative basis. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established Welfare Board and/or established county policy.

B. Sick leave for absences of long duration must be requested by the employee in writing to his immediate supervisor. This request must be accompanied by a written and signed statement by a physician prescribing the sick leave and giving the reasons for the sick leave.

C. In all cases of illness, whether of short or long term, the employee is required to notify his superior of the reason for absence at 9:00 A.M., or as soon as possible thereafter on the first day of absence from the office. If the duration of absence exceeds two (2) days, it will be necessary to report on every third day. Failure to report absences on the part of any employee may be cause for disciplinary action. A physician's certificate must be submitted after five (5) days consecutive sick leave.

D. All sick leaves are subject to Administrative and/or Board approval and, where appropriate, to approval by the Division of Public Welfare and the Department of Civil Service.

#### ARTICLE X - EDUCATIONAL LEAVE

Qualified employees may be afforded opportunity for educational leave, with a maximum stipend, grant in aid, tuition and reimbursable items permitted by Ruling No. 11 of the Division of Public Welfare.

#### ARTICLE XI - SPECIAL LEAVES OF ABSENCE

Employees shall be entitled to the following special non-accumulative leaves of absence, with pay.

1. Time necessary for jury duty.

2. Those employees who have been employed by the Welfare Department for at least one year prior to the date of the signing of this agreement shall be entitled to three personal days leave, with pay for each year of this contract. Such leaves shall not be cumulative from year to year.

Personal leaves are granted for personal business, such as emergencies, religious holidays or other items relating to the personal affairs of the employee. Such leave shall not be granted at the beginning or end of a vacation or paid holiday, or at the beginning or end of a work week, except in cases of emergency or religious holiday. Requests for said personal leave shall be made in writing and approved in advance of the requested date from the employee's immediate supervisor.

After an employee has been with the Welfare Department for one year during the term of this contract, then in that event, he shall be entitled to the benefits of this paragraph during the next succeeding calendar year.

3. Time necessary for persons called in to temporary active duty with the United States Armed Forces Reserves or the New Jersey National Guard, provided such obligations can not be fulfilled on days when the employee is scheduled to work. Such persons shall be paid not more than two (2) weeks salary, less the military pay, during the course of such calendar year.

#### ARTICLE XII - MATERNITY LEAVE

Employees covered by this agreement who are entitled to maternity leave will be granted such leave upon request. Request for such leave will be made in writing to the Welfare Director. Employees shall be permitted to use up to three months of their accumulated sick leave towards the maternity leave, with appropriate payment for said sick leave benefits. Except for reasons of health and safety or

inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing.

Maternity leave shall not be granted beyond one year.

#### ARTICLE XIII - HEALTH INSURANCE COVERAGE

A. The Board agrees to pay for the full cost and provide coverage for eligible employees and their immediate families in accordance with the definition of the insurance carrier for hospital and medical insurance and major medical expense insurance in accordance with the current Camden County plan. Coverage for the employees will be provided in accordance with the provisions of said County plan, and this will pertain to permanent or temporary employees.

B. In the event that the covered employees, adopt a dental insurance plan, then in that event, upon written notification by the individual employee, the Board will deduct from the employee's pay, the monthly premiums towards the payment of said dental insurance plan. Said deductions shall be transmitted by the Board to the designated insurance carrier or agency.

#### ARTICLE XIV - VACATIONS

A. Permanent employees shall be granted vacation leave as follows:

1. Vacation time in the first (1st) calendar year shall be allowed at the rate of one (1) day per month of employment and may be taken after it has been earned.

2. Vacation time in the second (2nd) calendar year (which is the first (1st) full year following the year of employment) shall be allowed on the same basis as in paragraph 1 above.

3. Vacation time in the third (3rd) calendar year and thereafter shall be allowed at the rate of fifteen (15) days per year.

4. Vacation time after the twentieth (20th) calendar year shall be allowed at the rate of twenty (20) days per year.

5. Vacation time will be credited on January 1st of each year in anticipation of full employment for that calendar year and is to be taken during the calendar year. Beginning January 1, 1974 vacation time credited is to be taken during the calendar year.

B. Vacation time for all employees shall be scheduled and taken within the calendar year it is earned.

C. The present policy will be continued of granting vacation time by seniority in grade with requests to be submitted in writing within a given time limitation.

D. Temporary employees shall be granted one (1) working day vacation leave for each full month of service or major fraction thereof during temporary employment. No vacation leaves in excess of the amount actually earned will be approved in anticipation of continued employment.

#### ARTICLE XV -HOLIDAYS

The legal paid holidays, as specified under Ruling 11 of the Department of Institutions and Agencies, Division of Public Welfare and fixed by New Jersey Statutes are as follows:

New Years	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving
Independence Day	Christmas

In the event any of the above statutory holidays falls on a Sunday, it shall be celebrated on the following Monday.

Whenever the work schedule is such that an employee is required to work on a holiday, the employee will be granted a substitute day off with pay as soon thereafter as is convenient.

In addition to the aforementioned holidays, the Board will grant a holiday when the Board of Chosen Freeholders of Camden County declares a holiday for all County employees, providing that a sufficient work force is maintained to provide necessary and appropriate services. Said work force shall be established in advance, by the Welfare Director. The holiday established by the Board of Freeholders is not governed by the preceding paragraph wherein an employee will be granted a substitute day for holiday work.

In the event that the Camden County Court House is closed by proclamation or official notice of the Camden County Board of Freeholders due to inclement weather, then in that event, the offices of the Welfare Department will be closed for the same period of time, subject however, to a special force being maintained as established by the Welfare Director in accordance with the preceding paragraph.

Every effort will be made by the Welfare Board to rotate those persons required to serve on a special force, established in this Article.

#### ARTICLE XVI - GRIEVANCE PROCEDURE

##### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Union.

##### B. Definition

The term "grievance" as used herein means a complaint by any employee that, as to him (or her), there has been an inequitable, improper or unjust application, interpretation, or violation of this agreement.



C. Presentation of a Grievance

In the presentation of a grievance, the aggrieved shall have the right to present his own appeal or to designate a Union representative or counsel to appear with him.

D. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement.

Step 1

a. The aggrieved shall institute action under the provisions hereof in writing, signed and delivered to his (or her) Supervisor within ten (10) working days of the occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

b. The Supervisor shall render a decision in writing within ten (10) working days after receipt of the grievance.

Step 2

a. In the event satisfactory settlement has not been reached, the aggrieved shall, in writing and signed, file his complaint with the Director of Welfare within five (5) working days following the determination at Step 1.

b. The Director of Welfare, or his designee, shall render his decision within ten (10) working days after the receipt of the complaint.

Step 3

Should the aggrieved disagree with the decision of the Director, or his designee, the aggrieved may, within five (5) working days, submit to the Board a statement in writing and signed as to the issues in dispute. In the event, the aggrieved files his statement with the Board at least ten (10) working days prior to a Board meeting, the matter shall be placed on the agenda for that Board meeting. Statements filed less than ten (10) working days before a Board meeting may be heard by the Board at the meeting or at the Board's discretion

placed on the agenda for the following meeting. The Board shall review the decision of the Director together with the disputed areas submitted by the aggrieved. The aggrieved and/or the Union representative may request an appearance before the Board. The Board will render its decision within twelve (12) days after the Board meeting at which the matter has been reviewed.

#### Step 4

Should the aggrieved be dissatisfied with the Board's decision, such person has ten (10) days in which to request fact finding. No fact finding hearing shall be scheduled sooner than thirty (30) days after the final decision by the Board. In the event, the employee elects to pursue Civil Service procedures, the fact finding hearing shall be cancelled, the matter withdrawn from fact finding and the Union shall pay whatever costs may have been incurred in processing the case to the fact finder. The fact finder shall be chosen from the staff of fact finders maintained by the Labor Management Institute of Rutgers University.

E. The Union participation in the Grievance Procedure shall be as follows:

#### Step 1

A Shop Steward may participate at the request of the employee, in order to help prepare the written grievance.

#### Step 2

The Local Union Officer, International representative, or both may participate in drafting the complaint at the request of the employee.

#### Steps 3 & 4

Union representation does not preclude representation by an attorney. A minority organization shall not present or process grievances.

F. The fact finder's recommendation shall be in writing and shall set forth his findings of fact, reasons and conclusions on the issues submitted. The fact finder shall be without power or authority to make any decision which shall bind the parties and his opinion shall be advisory in nature only.

G. The costs for the services of the fact finder shall be borne equally by the Board and the Union. Any other expenses incurred in connection with the fact finding shall be paid by the party incurring same.

H. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

#### ARTICLE XVII - CLOTHING ALLOWANCE

The Camden County Welfare Board shall pay a clothing allowance of \$75.00 per year to those employees required to wear uniforms in the operation of their duties. Employees who are required to wear uniforms are classified as homemakers.

#### ARTICLE XVIII - AUTOMOBILE LIABILITY INSURANCE

The employer shall pay \$125.00 per year towards an automobile insurance premium for each employee required to have automobiles in the performance of their duties for client field contacts, provided that the employees show proof of proper insurance coverage and proof of payment of such coverage, to the employer prior to payment of the \$125.00 and continuing proof at the employer's request. In order to qualify for said payment, the employee must be insured in the following amounts of coverage: \$100/300,000. for public liability -- \$10,000.00 property damage -- \$1,000.00 medical.

If the employee is unable to obtain the required amount of insurance and presents written proof of his inability to be insured for such amount, then in that event, the Welfare Board will endeavor to obtain the coverage on behalf of the employee. If the Welfare Board is unable to obtain such coverage, the said employee must

maintain the minimum insurance coverage established by the State of New Jersey, and the employer shall then pay \$80.00 towards such premium.

#### ARTICLE XIX - CONFIDENTIAL FILES

Any employee who has ever applied for welfare benefits in Camden County may request in writing to the Welfare Director, that his or her case record be kept in confidence and separately from other case records. Said records shall be maintained so that access thereto is available only to the Director or his or her designee.

#### ARTICLE XX - SENIORITY & JOB OPENINGS

A job opening or vacancy shall be posted on an appropriate bulletin board for a period of five (5) working days.

Seniority, which is defined as continuous unbroken service with the Camden County Welfare Board, will be given consideration by the Board, with respect to promotions, however, service will be considered unbroken, for purposes of this clause, if an employee who has served continuously with the Camden County Welfare Board for at least one year should resign his position and be rehired by said Board within three (3) months of said resignation.

The Board will endeavor to fill permanent job openings by promoting employees from the next lower rated job title who possess the requirements enunciated by Civil Service Law and who is subsequently certified by Civil Service.

If there are two or more employees with equal qualifications and ability to perform the work, the employee with the greatest seniority will be given preference.

All promotions and promotional policies are subject to the New Jersey Civil Service Law, Rules and Regulations.

Every effort will be made within budgetary limitations, to fill vacancies that may occur, so as not to unreasonably increase work loads of remaining members of the Union.

#### ARTICLE XXI - EQUIPMENT & SUPPLIES

It is recognized that good employee morale and pleasant working conditions are important factors in the consideration of the services to be rendered to the public. Where possible, subject to the discretion of the Board and budgetary commitments, sufficient furniture, equipment supplies, and telephone service will be provided to all employees.

#### ARTICLE XXII - WORKING OUTSIDE JOB CLASSIFICATION

It shall be the normal practice of the employer to assign employees work which is appropriate to their job classification. Regular assignment of work which is not within the job classification and properly brought to the attention of the employer by the Union, shall be corrected. Any dispute as to whether the work is within the job classification may be resolved, either in accordance with the grievance procedure, or by appeal to Civil Service. The Civil Service job specifications shall govern, if such specifications have been established.

#### ARTICLE XXIII - TRAINING

The Board shall endeavor to provide training programs for all new employees for purposes of orientation. Additionally, a program of continuous and ongoing training shall be maintained.

#### ARTICLE XXIV - WORKMEN'S COMPENSATION

All employees shall be covered by Workmen's Compensation, in accordance with the Statutes of the State of New Jersey.

#### ARTICLE XXV - MILEAGE CLAUSE

Those caseworkers, welfare aides, homemakers and investigators who are required to use their automobiles for client field contacts shall be reimbursed for said use at the rate of \$.14 per mile subject to a maximum monthly allowance of \$77.00. The \$77.00 shall not be construed as a flat allowance, but the reimbursement is based upon the actual mileage devoted to the aforesaid purposes, during the month.

Employees will be required to maintain a daily log containing mileage and specific locations visited. Authorization for automobile use must be obtained, in advance, from the supervisor.

Employees are not required, nor are they expected to transport clients in the private automobile owned by the employee.

#### ARTICLE XXVI - SAVINGS CLAUSE

If any provisions of this Agreement should be held invalid by operation of law or regulation by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal or appropriate administrative agency pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

#### ARTICLE XXVII- OVERTIME

All employees represented by the C. W. A. shall be compensated at 1½ times their regular straight time hourly rate of pay for all hours worked beyond their normal work week of 35 hours. All overtime must be approved by the Director, Deputy Director or designee, in advance.

#### ARTICLE XXVIII - FULLY BARGAINED CLAUSE

The parties agree that they have fully bargained and agreed upon all the terms and conditions of employment and that these terms and conditions of employment shall not be changed during the life of this agreement.

#### ARTICLE XXIX - BULLETIN BOARD

It is agreed that a bulletin board shall be placed in each building used by the Camden County Welfare Board for the use of those employees represented by the C. W. A.

#### ARTICLE XXX - SALARIES

Only those employees who are in the employ of the Camden County Welfare Board as of March 15, 1975, shall be covered by this

salary schedule. Retroactive to January 1, 1975, all covered employees who have been in the employ of said Board for at least one year prior to March 15, 1975, shall receive pay based upon the classification and compensation plan, revised July 29, 1974, effective July 1, 1974 as set forth in Ruling No. 11 of the State of New Jersey, Department of Institutions and Agencies, Division of Public Welfare.

The salary rate of those covered employees shall be adjusted to the next highest comparable step in the new range of the compensation plan as set forth above.

On January 1, 1976, the salary rate of those covered employees shall be adjusted to the next step in the 1974 range, as aforesaid.

On July 1, 1976, a wage differential shall be granted for the balance of the year, to those covered employees, as aforesaid, and the wage differential shall be equivalent to that which the employees would receive if they should be adjusted to the next step in the 1974 range, on July 1, 1976. This wage differential shall apply to those employees who are at the maximum step on the 1974 range as of July 1, 1976.

Attached hereto as Exhibit A is the 1974 classification and compensation plan, which is referred to in this article.

Those employees who have not been in the employ of the Camden County Welfare Board for at least one year prior to March 15, 1975 and who are not covered by the salary increases in this article, shall be placed on the 1974 classification and compensation plan from comparable step to step in the old and new authorized ranges respectively, and further, shall upon their reaching the anniversary date of one year employment during the term of this contract, as such anniversary date is determined in accordance with Ruling 11, be adjusted to the next step in the 1974 range.

IN WITNESS WHEREOF, the parties have hereunto set their

hands and seals on the 10th day of July, 1975.

COMMUNICATION WORKERS OF AMERICA, AFL-CIO      CAMDEN COUNTY WELFARE BOARD

Edward Schott

John A. Lingo

John Miller

Walter Segal

Claire Fole

Marion Doyle

Thelma A. Turk

Leslie S. Lector

Reviewed and approved by the Division of Public Welfare of  
New Jersey, Department of Institutions & Agencies.

S. J. [Signature]  
Director